

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">A001</div>		3. EFFECTIVE DATE <div style="text-align: center;">12/12/11</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">AC-12-00485</div>		5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY FAA, MIKE MONRONEY AERONAUTICAL CENTER NAS CONTRACTING TEAM AMQ-210 P O BOX 25082 OKLAHOMA CITY OK 73125-4929				7. ADMINISTERED BY <i>(If other than Item 6)</i> FOR MORE INFORMATION CONTACT: Name: Connie Houpt Telephone No. (405) 954-7820		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> All Offerors				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DTFAAC-12-R-00485	
					9B. DATED <i>(SEE ITEM 11)</i> 11/29/11	
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE CODE _____ FACILITY CODE _____					10B. DATED <i>(SEE ITEM 13)</i>	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is <input type="checkbox"/> extended <input checked="" type="checkbox"/> is not extended. NOTE: If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Item 8 and 15, and returning <u>1</u> copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14,					
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> The Request for Offer referenced in Item 9A above for Power Services Laboratory Construction is amended as follows: <div style="margin-left: 40px;"> <ul style="list-style-type: none"> • See Page 2. </div> Reference Item 11 above. Acknowledge receipt of this amendment to: FAA Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard (P.O. Box 25082, Zip 73125-4933) Oklahoma City, OK 73169-4933						
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>				BY _____ <i>(Signature of Contracting Officer)</i>		

Block #14—continued

Amendment continues as follows:

1. Pages 14 and 15 of the SIR/RFO are replaced by Pages 14R and 15R to amend paragraph (e) of Clause 3.3.1-2.
2. Page 29 of the SIR/RFO is replaced by Page 29R to add Addendum Two as an attachment.
3. Attachment 7 is deleted. Information was incorporated on Sheets A1 and A5, under “Scope of Work” and E/5, respectively.
4. Addendum Two is added as an attachment to provide clarification and answers to questions submitted by vendors.

3.2.2.3-71/alt1 Starting, Performing, and Completing Work Alternate I (July 2004)

The Contractor (you) must

- (a) begin work under this contract within 15 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 270 calendar days after receipt of notice to proceed. The time allowed for completion must include final cleanup of the premises.
- (d) The completion date assumes that the successful offeror will receive the notice to proceed by 30 calendar days after award of contract. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996) Revised

- (a) The FAA shall pay the Contractor the contract price as provided in this contract.
- (b) The FAA shall make financing payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining financing payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if --
 - (1) Consideration is specifically authorized by this contract; and
 - (2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Along with each request for financing payments, the contractor shall furnish the following certification, or payment shall not be made:
I hereby certify, to the best of my knowledge and belief, that-
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and
 - (3) This request for financing payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Name)

(Title)

(Date)

(d) If the Contractor, after making a certified request for financing payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall-

- (1) Notify the Contracting Officer of such performance deficiency;
- (2) Be obligated to pay the FAA an amount (computed by the Contracting Officer in the manner provided in "Interest" clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until-
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for financing payments by an amount equal to the unearned amount.

(e) After receipt of each substantiated invoice, the Government shall pay the invoice as approved by the Contracting Officer or authorized representative. Throughout completion of the project, the Contracting Officer shall require a withholding of 10 percent from amounts due under paragraph (a) of this clause. Whenever the Contracting Officer determines that the work is complete, the Contracting Officer shall release the excess amount to the Contractor.

(f) All material and work covered by financing payments made shall, at the time of payment, become the sole property of the FAA, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the FAA to require the fulfillment of all of the terms of the contract.

(g) In making these financing payments, the FAA shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above shall not apply to that portion of financing payments attributable to bond premiums.

(h) The FAA shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the FAA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(i) Notwithstanding any provision of this contract, financing payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A contract action is any action resulting in a contract, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the "Changes" clause, or funding and other administrative changes.

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (DandB) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by DandB plus a 4-character suffix that may be assigned by a business concern. (DandB has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Project Manual, Multi-Purpose Building (MPB-24) Restroom Renovation, Work Request 2010019038	7/11	various
2	MPB-24 Restroom Renovation", Drawing No. AMP-400-D-10-019038	7/11	7
3	Standard Form 25, Performance Bond	8/97	2
4	Standard Form 25A, Payment Bond	8/97	2
5	Davis Bacon Wage Rate Decision, General Decision No. OK080034, Construction Type: Building	11/25/11	5
6	Operational Control Documents		
	AMP-400 OC-2.02-01	7/1/09	1
	AMP-400 OC-2.04.3-01	7/1/09	2
	AMP-400 OC-2.09-01	7/1/09	1
	AMP-400 OC-2.15-01	7/1/09	1
	AMP400-OC-3.1-1	5/27/09	2
	AMP400-OC-4.1-1	5/27/09	1
	AMP400-OC-5.1-1	5/27/09	2
	AMP400-OC-8.1-1	5/27/09	2
7	Reserved		
8	Addendum Two	12/12/11	3

DATE: December 12, 2011

SUBJECT: **Addendum No. Two** to the Specifications and Drawings for the **Multi-Purpose Building Restroom Renovation**
Federal Aviation Administration, Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma

This Addendum modifies and takes precedence over the original Specifications and Drawings and forms a part of the contract documents.

CLARIFICATIONS:

Questions received before or during pre-proposal conference/site visit:

1. Licensure: Personnel that perform mechanical, electrical and/or plumbing work must be licensed by the State of Oklahoma for the work that they perform.
2. Building Permit: This project will NOT require a building permit (property leased by the federal government is effectively federal property).
3. Local authorities will have the opportunity to inspect the work.
4. Refer to Sheet A3: Where new floor finish is indicated in ante rooms (drawings "A" and "B"), ante room walls and ceilings will be constructed and finished to match restroom construction and finishes.
5. Where no new floor finish is indicated in ante rooms (drawings "C", "D", "E" and "F"), protect, maintain and/or repair existing floor, wall and ceiling finishes using salvaged materials for tile repair/replacement.
6. For the purpose of this contract, hairline cracks in otherwise undamaged existing installed tiles will not be deemed "damage". If a tile is missing (wholly or in part), chipped, drilled, loose, stained, scratched or otherwise defective, it will be considered damaged.
7. Thresholds: Provide and install monolithic marble threshold beneath finished restroom door locations – Submit for approval (subject to; color considerations, compliance with ADA, compatibility with adjacent conditions and durability/thickness).
8. Finish schedule: Finish materials are as described in the contract documents. Colors will be issued separately, subject to approved submittals. (A color scheme has been developed, but will not be complete until the submittals are approved.)
9. Room #143: The door is adjacent to a column such that the door and frame must be relocated – similar to the condition shown at drawing D/2.
10. Floor drains – Provide new as specified on Sheet A1, New Items, Item #20.
11. Sheet M1, Keyed Note, Item #3: Replace the word "existing" with "new".
12. Shut-off valves; are present, and will accommodate isolation of the restrooms.
13. Refer to Sheet M1, Keyed Note #13: Existing sprinkler heads are to remain.
14. Ante room ceilings (existing): Material/construction varies - plaster on metal lath, and suspended ceilings have been observed.

15. Most of the floor plan drawings apply to multiple rooms/locations: Actual restroom plans may be reversed (mirrored) relative to the drawn plans.
16. Refer to Bid Form, Notes: The description of each "stack" includes a list of rooms that are included in the stack.
17. The contractor may place a dumpster in the loading dock area, and deliver concrete and other materials via the loading dock - coordinate with the FAA.
18. Staging area: Location to be determined. The staging area will be reasonably close to the loading dock ramp.
19. This project does not include asbestos abatement. The contractor must notify the FAA when and if suspected asbestos-containing material (ACM) is encountered - do not disturb suspected ACM. The FAA will conduct any testing and/or abatement that is necessary.
20. The construction time (duration) allowed is applicable to the entirety of the potential work, including all options.
21. This contract will not include a liquidated damages clause.
22. Evaluation for award shall be in accordance with Provision M.2 Evaluation of Options, and shall be based upon the Total Proposed Potential Value; including all options, whether or not any or all of the options are accepted.

Questions submitted after the pre-proposal conference/site visit:

23. Question: New FRP Panel - can you provide type of trim specified? There are different types, plastic, metal etc?
Answer: FRP Trim shall be aluminum as offered by the FRP manufacturer, configuration to be that which is most similar to the illustrations. The FRP patterns, details and accessories as shown, are Marlite brand "Symmetrix" FRP with Sani-coat. Refer to Sheet A1, General Finish Note 9.
24. Question: Can detail/section be provided for the FRP Panel at door frames & headers?
Answer: The FRP edge detail at door frames shall be as shown at the base (drawing C/4), without the aluminum brake metal. The required aluminum brake metal is intended as a flashing above the porcelain sanitary base. Provide paintable sealant (continuous) at the joint between the aluminum trim and the door frame.
25. Question: Notes indicate "refer to finish schedule" at several locations, however there is not a finish schedule.
Answer: Refer to item 8, above.
26. Question: Can proposals be sent via Fed-Ex and then modified via fax or e-mail prior to 2:00 bid time?
Answer: Per SIR/RFO, Section L, Provision 3.2.2.3-13 Submission of Information/Documentation/Offers, Paragraph (b), "The FAA will consider electronic offers, modifications or withdrawals only if the SIR authorizes them." Electronic submissions are not authorized in the SIR/RFO.

27. Question: There is existing fireproofing at the concrete structure above the ceilings. This will be disturbed during plaster ceiling demolition. Has this material been tested for ACM?
Answer: We will consult the test reports and advise accordingly.
28. Question: If possible, can existing plaster ceiling hangers be reused for new Gyp Ceiling System?
Answer: For the purpose of proposing, presume new ceiling hangers. Acceptability of existing plaster ceiling hangers for re-use may be determined on site on a case-by-case basis as a potential credit item.
29. Question: There are comments that structural support for Toilet Partitions "may need to be modified", however can Architect verify this requirement? Provide detail or section of this requirement.
Answer: The new toilet partitions will not be in the same locations as the existing toilet partitions. Repositioning and/or supplementing/replacing the existing supports is expected, and the condition is expected to vary from room to room. Offerors were encouraged to view these conditions at several locations on-site at the required December 9th pre-proposal meeting, because the offerors will be responsible for developing necessary support for the partitions. Toilet partition supports must be submitted for approval.
30. Question: Is there a Liquid Dated Damages Clause for this project?
Answer: There is no Liquidated Damages clause incorporated in the SIR/RFO.
31. Question: Please confirm that a OKC Building Code Enforcement/Building Safety building permit will be required?
Answer: Refer to items 2 and 3, above.
32. Question: If permit is required, will OKC be performing inspections?
Answer: Refer to items 2 and 3, above.
33. Question: Is this project subject to State Sales Tax?
Answer: While the FAA is not typically subject to state sales tax, sales tax is allowed on building materials.
34. Question: The plumbing fixture schedule shows that the new urinals & water closets (toilets) will have auto flush, which electrical circuit should we tie into or will we need to provide a new circuit?
Answer: Toilet autoflush valves: The specified units are battery operated. Refer to Sheet M1, Plumbing Fixture Schedule, Fittings.
35. Refer to Sheet A1, Demolition Items, Item 5: Most of the existing ceilings in this project are plaster on metal lath. Suspended acoustical ceiling has also been observed. There may or may not be any gypsum wallboard ceilings. Contractors may examine these conditions on site.
36. The "Schluter Dilex" cove indicated at C/4 is an aluminum product (AHK). Corners must be formed with Schluter brand pre-formed inside corners and Schluter brand pre-formed outside corners of the same profile and material.